BERSAY & ASSOCIES
Société d'Avocats

Legal Newsletter

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We are delighted to bring you this latest edition of our legal newsletter.

As in previous Newsletters, this edition features topical legal issues or problems you are likely to encounter.

We alert our readers to the fact that the articles in the newsletter are not intended to provide you with exhaustive information and do not constitute legal advice.

Please feel free to contact us with any comments and/or queries you may have.

This newsletter is also available, in French, in Portuguese and Japanese

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COMPANY LAW / FINANCIAL LAW

The reform of the rules of compensation for senior corporate executives of State-aided or State-supported companies
(Decree n°2009-348 of March 30, 2009)

The Government has given compensation of senior corporate executives a legislative framework.

Decree n°2009-348 of March 30, 2009 (the 'Decree') lays down the conditions for the compensation of senior corporate executives of companies which, because of the economic downturn, are receiving State aid or State support, as well as the directors of public companies, effective until December 31, 2010. The decree entered into force on April 1, 2009.

It specifies three situations, (1) companies receiving exceptional support from the State, (2) public companies and (3) strategic investment funds.

Moreover, private companies with shares listed on a regulated market must apply the AFEP-MEDEF's Code of Governance (4).

1. Companies receiving exceptional State support

The Decree targets the banks receiving equity capital from the State through the Société de Prise de Participation de l'Etat (SPPE) and the four carmakers which have received State loans under the Automobile Agreement.

Article 1 of the Decree provides that "*recourse to issuing shares, preferential shares or super subordinated securities subscribed by the SPPE, as well as the benefit of loans granted to carmakers by the State, are subject to the conclusion of an agreement with the beneficiary company*".

Under these agreements, companies receiving the State's exceptional support cannot grant *stock options or free shares* to the Chairman of the Board of Directors, Chief Executive, Deputy Chief Executive, member of the Executive Committee, President of the Supervisory Board or manager. In addition the Board of Directors/Supervisory Board can only authorize bonuses for senior corporate executives for a period not exceeding one year, in accordance with pre-established quantitative and qualitative performance criteria unconnected to the stock market price.
The company cannot award bonuses if it is forced to make "*large scale lay-offs*" because of its financial situation.

2. Public companies

Article 4 of the Decree provides that "*the Economy Minister will ensure that public companies with shares listed on a regulated market respect rules and principles of governance of a high ethical standard*".

These rules and principles are:

- A Chief executive or Chairman of the Executive Committee with employee status will abandon this status when his or her mandate is renewed;
- The Board of Directors will authorise senior corporate executive bonuses under the same terms as point 1 above;
- if severance pay is awarded, it is fixed at less than two years compensation and is only paid for forced departures, provided the beneficiary has satisfied sufficiently demanding performance criteria. It is not paid if the company is facing serious financial difficulties.

3. Strategic Investment Funds ('FSI')

Under the Decree, the Minister of the Economy must ensure that FSI applies the rules and principles mentioned in point 2 above in their investment policies and in their participation in the corporate governance of companies with shares listed on a regulated market in which they invest.

4. Private companies

The Prime Minister has said that private companies which are not in receipt of State aid must comply with the AFEP-MEDEF Code of Governance.

The AFEP/MEDEF Code of Governance applies to companies with shares listed on a regulated market.

Under the law, the Autorité des Marchés Financiers (Financial Markets Authority) monitors how the Code is applied in its annual report on governance which is published after the General meetings of listed companies are held.

Lastly, the Government has asked the AFEP and MEDEF to set up a 'Committee of Wise men' to ensure that senior corporate executives implementing a redundancy plan, or resorting short-time working reconsider their own compensation.

LITIGATION / ARBITATION

Civil procedure: the need to lodge a cross-appeal in writing in oral proceedings (Court of Cassation, mixed court hearing, March 13, 2009, Mr. Stéphane Contargyris v Mr. Vincent Bourgeois)

It is traditionally accepted that in oral proceedings before the Court of Appeal, such as in employment or ordinal matters, a withdrawal made in writing prior to the hearing has the effect of terminating the proceedings even before the respondent has been informed of it.

This approach must be combined with the rule on anteriority laid down in article 401 of the Civil Procedure Code ('CPC'), that "*the withdrawal of the appeal only needs to be accepted if it contains reserves or the party against whom it is made previously made a cross-appeal or a cross claim*". This article applies to both written and oral proceedings.

Thus, in appeal proceedings, provided the respondent has not lodged a cross claim, the proceedings in the main appeal continue to be unilateral in nature. The appellant, who did not have to lodge the appeal, is therefore free to withdraw it. However, once the respondent makes a cross claim, the proceedings are connected and the appellant can no longer withdraw the appeal against the respondent's wishes, and the respondent's acceptance becomes necessary.

Although document chronology suffices to settle the issue of anteriority in written proceedings, this is more difficult for the parties in oral proceedings, because the rule of anteriority must still be applied in conjunction with the principle established in article 440 of the Civil Procedure Code, which states that it is the claimant, i.e. the appellant, who speaks first.

The Employment division and the second Civil division of the Court of Cassation inferred from this that a letter withdrawing the main appeal, which arrived at the Court clerk's office before the hearing, produced its extinctive effect immediately, as the respondents' counterclaim was inevitably later, since the oral nature of the proceeding means that it could only have been made at the hearing (Employment div., May 17, 2005, Bull ll., V, n° 168, Civil division. 2, October 12, 2006, Bull., II n° 266).

However, the Employment division adopted a different approach from 2006 onwards by holding that when an employer dismisses an employee and refers a claim against this employee to the Employment tribunal, neither the withdrawal of the claim, nor the rule of the unity of the proceedings (compelling the parties to deal with all their claims in the same proceedings) can prevent the employee from exercising his or her right to challenge the dismissal before the courts (Employment., June 7, 2006, Bull V, n° 211).

The Employment division set out its position in a leading case (Employment division, March 14, 2007, Bull, V n° 49) that "*when a cross-appeal is made in writing and filed or sent to the Court clerk's registry before the appeal is withdrawn, the principle of a fair trial, requires, with respect to the unity of the employment proceedings, that the withdrawal must be accepted by the cross appellant*".

This divergence between the second Civil division and the Employment division of the Court of Cassation was recently settled in a ruling dated March 13, 2009, by the Mixed division of the Court of Cassation on a referral from the second Civil division, which approved the approach the Employment division has adopted since 2006.

In this judgement, the Mixed division held that "*if a cross-appeal has been made in writing and lodged at the Court clerk's office before the appeal in oral proceedings is withdrawn, equality and the requirements of a fair trial require that the cross claim in the proceedings must be heard*".

The Court of Cassation wanted to prevent the main appellant from being able to control the proceedings up until the hearing. After lodging a main appeal, the appellant could neutralize his or her opponent's action by withdrawing the appeal, in which case the cross appellant's claim would not be heard.

However, the Court of Cassation laid down two strict conditions for the admissibility of the cross appeal or the cross claim: it must be lodged in writing at the Court clerk's office, before the main appeal is withdrawn.

If both these conditions are satisfied in oral proceedings, the withdrawal of the main appeal can only terminate the proceedings if it is accepted by the cross appellant. The oral procedure therefore aligns with the written procedure on this point.

Consequently, the Court's mixed division establishes the place of a written document in oral proceedings under the principles of equality and the requirement for a fair trial.

COMPETITION/DISTRIBUTION

Control of concentrations: a transferor company was considered to have acquired joint control of the transferred concern because of specific rights and very close commercial agreements

In a decision of April 27, 2009 (published in the BOCCRF of April 27, 2009), the Minister of Economy, Industry and Employment considered that two companies could hold joint control even though one, the transferring company, only held one share in the transferred companies.

In this case, a brewer (Inbev) transferred 10 companies representing its distribution activity in France to Bertrand Distribution. The transfer was accompanied by a long-term commercial agreement which made Inbev the near exclusive supplier (70-80%) of the transferred companies.

The Minister considered that "*although this operation is, prime facie, presented as a vertical disintegration (Inbev France transferring its distribution network to an independent operator), this concentration is accompanied by a very long commercial agreement (10 - 15 years), which enables the seller to exercise a decisive influence over the transferred companies"*.

In particular, this commercial agreement includes clauses enabling the seller to monitor the transferred companies' distribution business in detail (regular detailed feedback of sales statistics), a purchase target commitment subject to penalties for nonattainment, and a customer-advance set-off by the amount of the remuneration owed by the transferor for marketing beer.

In addition, the new Articles of Association gave the brewer a right to veto certain decisions, enabling it to guarantee the continuity of the agreement if control over the transferred companies changed.

The Minister considered that, because of their range, these provisions did not satisfy the condition of 'accessory restrictions' within the meaning of the European Commission's communication of March 5, 2005, relating to restrictions which are directly connected and necessary for performing concentration operations.

The Minister decided that although company shares had been transferred, the commercial agreement gave Inbev joint control over the transferred companies with Bertrand Distribution.

It should be remembered that the body which is now competent for controlling concentrations is the Competition Authority, which rendered its first decision on April 28, 2009.

The absolute ban on tied sales is contrary to Community law

The European Court of Justice handed down an important decision on April 23, 2009, which calls a significant part of French legislation on sales practices into question, and the ban on tied selling in particular.

The Court of Justice ruled on two preliminary questions put by the Antwerp commercial court concerning the interpretation of the European directive number 200/29/EC on unfair sales practices with respect to consumers, on May 11, 2005.

The purpose of this directive, which aims to harmonize national legislations, is to ensure that the internal market functions correctly and a high level of consumer protection is provided.

In this case, at the beginning of 2007, Total Belgium, which sells fuel in service stations, offered consumers holding a Total Club card 3 weeks of free breakdown assistance if they purchased at least 25 litres of fuel for a car or 10 litres of fuel for a moped. A break down company, VTP, challenged this before the national courts.

Similarly, a company running a lingerie shop in Belgium challenged the publisher of a periodical, where one issue was accompanied by a booklet giving entitlement to a discount on products in certain lingerie shops.

In both cases, the claimant companies argued that these practices were *"tied sales"* prohibited under the Belgian law of July 14, 1999 (apart from certain exceptions).

The defendants argued that this legislation is contrary to directive n°2005/29/EC, which established two levels of unfair or misleading sales practices. Certain practices are always considered to be unfair and are exhaustively listed in appendix 1. Others are only considered to be misleading or unfair when placed "*in their [factual] context*".

As the tied offers did not appear in the exhaustive list of practices which are always unfair, the Court said that the directive opposed national legislation which prohibits *"all tied sale offers by a seller to a consumer (…) without taking the specific circumstances of the case into account".*

Therefore, applying the principle of the primacy of community law over national law and the principle of a conforming interpretation, this approach condemns article L. 122-1 of the Consumer Code, at least as it was applied prior to the Court of Justice's judgment. That article bans tied sales in all circumstances since it prohibits "*conditioning the sale of a product on the purchase of an imposed quantity or the simultaneous*

purchase of another product or service as well as subordinating the supply of a service to the supply of another service or the purchase of a product". Moreover, the French government tried to persuade the Court of Justice that the directive did not prevent Member States from adopting a higher level of protection for consumers, which the court refused on the basis of the harmonization of laws.

The Paris Court of Appeal had already explicitly accepted the consequences of the Court of Justice's ruling on May 14, 2009, in a case opposing France Telecom and Orange Sports against Free, Neuf Cegetel and L'Association de la Ligue de Football Professionnelle. The Court of Appeal held that "*article L.122-1 of the Consumer Code, which establishes the principle whereby fied sales are banned, even if they are not listed in appendix 1 of the directive (which exhaustively lists the sales practices which are prohibited in all circumstances, and therefore free from a case-by-case examination, contradicts the regime instituted by the directive".* The Court of Appeal then considered the facts in the light of the criteria posed by the directive which are required for establishing an 'unfair' or 'repeatedly aggressive' sale practice.

Beyond tied selling, the Court of Justice's interpretation could also apply to certain unfair sales practices referred to in articles L.120 -1 et seq., of the Consumer Code *(which would apply to "pyramid selling")* which are not listed in appendix 1 of directive n°2005/29/CE.

REAL ESTATE LAW

Lafe performance penalties in work contracts

The parties to works contracts can insert clauses to penalise delays in paying for works as well as the late delivery of the work.

The Court of Cassation recently reaffirmed its strict application of
(1) the statutory regime covering late payment penalties.
(2) The Council of State has considered the question of modulating penalties for late delivery of the work.

1. Penalties for late payment are owed automatically.

The 'NRE' law of May 15, 2001, introduced articles L. 441-6 of the Commercial Code and 98 of the Procurement Contracts Code in order to transpose the community directive 2000/35/EC of June 29, 2000, which sanctions delays in paying for transactions.

These articles provide a legal framework for payment deadlines and the rates for penalty interest for late payment in private and public works contracts.

National lawmakers were eager to respond to this challenge. Under article L.441-6 of the Commercial Code, it is impossible to derogate from the maximum payment deadlines and the minimum rates fixed for penalty interest, even though community provisions allowed for such a derogation.

As the Minister of Economy, Industry and Employment has said, this strict legislative approach is "*part of a global initiative to significantly reduce payment times in the public and private sectors to help the development of SMEs.*"[1]

Respecting the strict letter of the law, the Commercial division of the Court of Cassation reaffirmed in a ruling dated March 3, 2009 (n°07-16.527), applying article L. 441-6 of the Commercial Code, that, because of "*the particularly strict public policy considerations […] penalties for the non payment of invoices are automatically owed without any reminder, and without having to be mentioned in the contract's general conditions".*

It should be remembered that the law on the Modernisation of the Economy of August 4, 2008, increased the minimum penalty interest rate for contracts concluded after January 1, 2009: the minimum interest rate is three times the legal interest rate (compared to 1.5 times previously).

[1] Reply to the written question n°36706, Official Journal National Assembly of March 24 2009

2. The administrative judge can modulate the amount of the lateness penalties.

In a judgement overruling precedent, dated December 29, 2008, OPHLM de Puteaux, the Council of State held that it "*it is open to the administrative judge to, if requested, reduce or increase the lateness penalties under the contract by applying principles derived from article 1152 of the Civil Code, if these penalties are obviously excessive or derisory given the amount of the contract".*

Up until this decision, it was the Council's established case law, which was confirmed in a recent judgement dated November 24, 2006, Société Group 4 Falck Sécurité, that it was impossible for an administrative judge to modulate lateness penalties in the same way as a judicial judge.

However, in its ruling on December 29, 2008, although the case involved the late delivery of work, the Council of State targets "penalty interest resulting under the contract" in general. This suggests penalties for late payment and late delivery.

However, this is by no means certain. The rate of penalty interest for late payment in public works contracts is fixed statutorily (article 5 of decree n°2002-232, October 21, 2002) whether "it is stipulated in the contract or not". Consequently, under this new case law, the administrative judge can modulate the penalty interest owed by the company awarded the contract but not by the owner. However, this must have been pleaded.

Therefore, the judicial judge is given more latitude in private contracts because, although article L.441-6 of the Commercial Code fixes the minimum penalty interest rate, it does not fix the maximum, but rather only an auxiliary rate in the absence of a provision to the contrary by the parties.

Thus, in the event of an abuse, the judicial judge's ability to moderate excessive penalties applies both to delays in payment (when the penalty is contractually stipulated) as well as to the delivery of the work.

LABOUR AND EMPLOYMENT LAW

Bonuses and premiums must be justified by objective factors (Court of Cassation, Employment, April 30, 2009, n° 07-40.527)

Up until now, discretionary bonuses escaped the application of the principle of "equal salary for equal work". However, after the judgement of the Employment division of the Court of Cassation dated April 30, 2009, a bonus which is at the employer's discretion no longer escapes the judge's control.

In this case, a financial analyst was claiming arrears on salary by criticising the disparity between his and his colleagues' pay. The Paris Court of Appeal dismissed the claim because the employee was claiming the payment of discretionary bonus. It held, contrary to what the financial analyst argued, that the principle of "equal pay for equal work" had not been disregarded. The Court of Cassation, criticising the Appeal Court, held that the principle of "equal pay for equal work" had in fact been violated:

"… *the employer must prove that the difference in pay between employees for doing the same job or a job of equal value is justified by objective and relevant factors which the judge is able to assess.* It also added that *'the employer cannot invoke his discretionary power to escape his obligation to justify a difference in pay both objectively and relevantly*".

From now on the employer must provide evidence to justify a bonus, regardless of its source.

Focus on the trial period *(circular 2009-5 of March 17, 2009)*

Up until the Law on the Modernisation of the Employment Market came into force (Law n° 2008-596 of June 25, 2008,) the length and possible renewals of trial periods were exclusively covered by collective bargaining agreements and employment contracts.

Now, the Law on the Modernisation of the Employment Market has set forth on the Employment Code the maximum length of this period according to the employee's professional qualifications.

An indefinite term employment contract may contain a trial period with a maximum length of (article L. 1221-19 of the Employment Code):

- two months for blue-collar and white-collar workers,
- three months for supervisors *("agents de maîtrise")* and technicians,
- four months for managers *("cadres").*

These periods are mandatory, apart from:

- longer periods fixed in sectoral agreements concluded before June 26, 2008,
- or shorter periods fixed (i) in these same agreements, applicable until June 30, 2009 or (ii) by collective bargaining agreements concluded after June 26, 2008.

The trial period can be renewed once if an extended sectoral agreement provides for this. This agreement fixes the conditions and the duration of the renewal. The length of the trial period, renewal included, cannot exceed (article L. 1221-21 of the Employment Code):

- four months for blue-collar workers and white-collar workers,
- six months for supervisors and technicians,
- eight months for managers.

These durations with respect to the renewal periods are mandatory apart from:

- longer periods fixed by the sectoral agreements concluded before June 26, 2008,
- or shorter periods fixed by the collective bargaining agreements concluded after June 26, 2008.

The circular stipulates that the renewal of a trial period stipulated in a collective text, apart from an extended sectoral agreement, cannot be used since the law came into force, and the initial length of the statutory trial period under the new law must in that case be considered as a maximum.

It is worth recalling that, in any case, employment contracts can always provide shorter trial periods or even no trial period at all.

Contribution payment deadlines for businesses in difficulty

In a circular sent to the Urssaf (n°DSS/5C/2009/83), the Social Security Department:

- asks the social security organisations to reply promptly to businesses requesting time to pay: a maximum of three working days for any request sent by e-mail and five working days for telephone requests. If the case is complex, the period for replying can be extended to 10 working days.

- permits businesses to state their difficulties in order to obtain extra time to pay, even before their Social Security payments fall due.

- exempts employers from paying the 5% surcharge for late payment if they respect their payment plan.

INTELLECTUAL PROPERTY / NEW TECHNOLOGIES

The Paris Court of First Instance found Dailymotion liable for infringement of copyright and related rights (Paris Court of First Instance, April 10, 2009, "Dailymotion / Société Zadig Productions et autres")

Dailymotion, which runs the website accessible at www.Dailymotion.com, was found liable, under the general rules of infringement, for failing to take all measures to prevent a renewed broadcast of documentaries which it had withdrawn once after notification from their producer, Zadig Productions.

Invoking its capacity as the content host, Dailymotion had argued for the application of the provisions excluding liability stipulated in article 6-I-2 of law n° 2004-575 of June 21, 2004, for trust in the digital economy (the 'LCEN'). The LCEN states that hosts cannot be held liable for the activities or the information they host for third parties if they did not know of the unlawful nature or the facts and circumstances establishing this nature, or, if once they knew of this, they acted promptly to withdraw this data or to make it impossible to access.

The court recognized Dailymotion's status as a host and acknowledged that its role is "*limited to supplying technology for storing and viewing videos, enabling them to be put on line exclusively by the users of the site, who retain complete control of them including the ability to delete the content at any time*".

The Court specified that this role was not affected by selling advertising space as (i) the LCEN does not prevent hosts deriving profit from their website, (ii) the advertising partnerships concluded by Dailymotion do not determine the content of the files posted by net surfers on its site and (iii) advertsements appear on the content proposed on Dailymotion's own pages and not in the users' personal areas.

However, the Court reiterated that the provisions of article 6-1-2 of the LCEN established *"not an exoneration of liability but a limitation of liability in certain limited cases"*.

In this case it held that Dailymotion could not invoke these provisions because *"it had not performed the actions required to prevent netsurfers from rebroadcasting these two documentaries after it had been informed of their illegal nature"*.

In these circumstances, Dailymotion was ordered to pay Zadig Productions €40,000 as damages for copyright infringement and €10,000 to indemnify the infringement of its producer's videogram rights.

The Court also ordered Dailymotion to pay the two directors of the documentaries €10,000 as damages for infringing their moral rights.

Although hosts try to bring pressure to bear on rights holders to identify content using databases and stamping, this judgment reminds us that the host is responsible for setting up the tools required for preventing the documents from being illegally broadcast.

This is a real obligation of result for hosts of web content, which are liable even if they fail to successfully eliminate the notified content.

What would the result be if the host brought to bear implemented all the technical resources available to it and the netsurfers succeeded in circumventing them?

Dailymotion has lodged an appeal with the Paris Appeal Court.

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AREAS OF LEGAL PRACTICE

- **MERGERS & ACQUISITIONS**

Engineering of takeovers and deal structuring, legal due diligence, restructuring operations, joint ventures, obtaining necessary administrative permits and licenses, drafting and negotiation of documentation (letters of intent, sale & purchase agreements, warranties that assets and liabilities are as stated, bank guarantees, shareholders' agreements, etc.), merger deals, takeovers of companies in difficulty or in the framework of insolvency procedures.

- **CAPITAL INVESTMENTS AND LBOS**

Representation of investment funds, issuers, targets and company officers, during the due diligence, advisory and negotiation processes.

- **COMPANY LAW**

Asset and equity transactions, capital increases, issuance of composite securities (notes convertible or repayable in shares, share subscription warrants, investment certificates, priority dividend shares etc.), stock option agreements, company founder share plans, temporary business combinations, management fees and cash management agreements, changes to charter/by-laws and legal secretariat services.

- **SECURITIES LAW**

IPOs and preparatory work, drafting of prospectuses, legal secretariat services for listed companies, relations with market authorities, securities litigation.

- **BANKING AND FINANCE**

Advice on loan and financing agreements, warranties/guarantees, syndication, banking regulations, financing of acquisitions and structured asset financing (particularly of real estate).

- **COMMERCIAL CONTRACTS / ECONOMIC LAW**

Advice and litigation with commercial contracts, i.e. service, sale, distribution, concession, franchise, commercial agent agreements, distributor/supplier relations, general terms of purchase/sale, commercial partnerships, manufacturing and subcontracting agreements, business sale agreements, management leases, consumer law, public and private procurement contracts.

- **LABOR AND EMPLOYMENT LAW**

Advice and litigation work in collective and individual disputes as well as in social security law and criminal labor law.

- **LITIGATION / INTERNATIONAL ARBITRATION**

Litigation and arbitration work covering all facets of business, company and securities law, as well as insolvency procedures and white-collar crime. Representation at all stages of the dispute, from pre-litigation to litigation before judicial or arbitral courts, protective measures and enforcement.

- **REAL ESTATE LAW**

Advice and litigation work in connection with commercial leases, real estate due diligences, purchase/sale of property and of preponderantly real estate companies, financing of real estate acquisitions.

- **INSOLVENCY PROCEDURES**

Alert, restructuring and reorganization procedures, amicable composition and ad hoc representation procedures. Court-ordered reorganization, continued operation, sale and continuation plans, liquidation.

- **COMPETITION LAW (FRENCH AND EU)**

Advice and litigation work in respect of industrial cooperation agreements and structuring of distribution networks. Representation before the competition authorities and courts in cartel, anti-competitive practices, abuse of a dominant position and unfair competition. Advice on merger control (conduct of feasibility studies, preparation of notification files, negotiation with the national and Community control authorities), and on State aids/subsidies.

- **IT LAW**

Development and integration of software, licenses, assignments and other software contracts, facilities management, maintenance of IT systems and software, appraisals of the compliance of IT services, anti-piracy fight.

- **ELECTRONIC COMMUNICATIONS**

Regulatory domain; construction of networks, co-localization of facilities, agreements and general terms of supply of services, access and interconnection agreements, judicial or administrative litigation (against the decisions of the regulatory authority).

- **INTERNET**

Creation and hosting of websites, affiliation, partnership, audit of websites, application for and defense of domain names, market shares, online auctions, ASP licenses.

- **MEDIA**

Advertising (protection, operation) and marketing; sponsoring; regulation of broadcasting and of electronic communication services (TV, mobile phone TV, Internet TV, video on demand etc.).

- **PROTECTION OF PERSONAL DATA AND PRIVACY RIGHTS**

Relations with the CNIL; specific regulations on electronic communications (geolocalization services, storage of traffic data); breach of privacy rights, defamation.

- **LITERARY AND ARTISTIC PROPERTY RIGHTS, COPYRIGHT AND NEIGHBORING RIGHTS**

Protection and licensing of copyright and neighboring rights; audiovisual (cinema, TV) and multimedia (online and offline video games, cd-roms etc.) production and co-production; motion picture regulations; distribution licenses (TV, merchandizing, video distribution, derivative rights); rights of performing artists, sports law; infringement litigation (customs seizures, infringement seizures, proceedings before civil and criminal courts).

- **INDUSTRIAL PROPERTY**

Advice and litigation in the field of trademarks, patents and/or design and model applications, transfers of technology and/or know-how, unfair competition and passing off

- **WIDE NETWORK OF FOREIGN CORRESPONDENTS**

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- **ISO 9001**

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